

## PREPAID CARD TERMS AND CONDITIONS

Kanbawza Bank Limited (KBZ Bank) requires that the (hereinafter referred to as "you" and "your") accessing KBZ Bank's KBZ VISA Prepaid Card and/or KBZ MasterCard Prepaid Card Services adhere to set forth the following Terms and Conditions. By requesting or using the KBZ VISA Prepaid Card and/or KBZ MasterCard Prepaid Card of KBZ Bank, the Cardholder indicates their acknowledgment and acceptance of these Terms and Conditions, which are from time to time subject to changes.

### 1. DEFINITIONS

- 1.1 **"Account Number"** means the account nominated by the Cardholder that is to be debited for use of the Card.
- 1.2 **"ATM"** means Automated Teller Machine or card-operated machine which accepts the Card.
- 1.3 **"Business Day"** means a day other than a Saturday, Sunday, public holiday, or bank holiday in Myanmar.
- 1.4 **"CBM"** means the Central Bank of Myanmar.
- 1.5 **"KYC"** means any "Know Your Customer" identity registration requirements issued by the Central Bank of Myanmar to time and other regulatory authorities in Myanmar.
- 1.6 **"KBZ Bank"** means Kanbawza Bank Limited and all the branches of KBZ Bank, including any branches that shall be set up by KBZ Bank in the future.
- 1.7 **"Branch"** means any branch of Kanbawza Bank Limited (KBZ Bank).
- 1.8 **"Card"** means to KBZ VISA Prepaid Card and/or KBZ MasterCard Prepaid Card and other prepaid cards to be issued by KBZ Bank from time to time.
- 1.9 **"Balance"** means the amount of funds that are loaded into the Card and are available for spending.
- 1.10 **"Cardholder"** means an individual who activates, receives end/or uses the Card.
- 1.11 **"Card Number"** means KBZ VISA Prepaid Card and/or KBZ MasterCard Prepaid Card which includes 16 digit card numbers on the Card. This number will be in all communications/ correspondence with KBZ Bank.
- 1.12 **"Card Verification Value 2 (CVV2)"** means it is a security feature that protects the card against counterfeiting.
- 1.13 **"EDC"** means Electronic Data Capture Machine.
- 1.14 **"Expiry Date"** means KBZ VISA Prepaid Card and/or KBZ MasterCard Prepaid Card is valid until the last day of the month of the year indicated as a "Valid Thru" on the Card.
- 1.15 **"POS"** means Point of Sale terminal.
- 1.16 **"Reload"** means to Top-up or to add money to the Cardholder's Account.
- 1.17 **"Transaction Amount"** means the amount that is debited from the Balance in connection with the Cardholder's use of the Card, which amount includes both the amount of the Balance to be transferred end the fees imposed to complete the transaction.

## 2. OWNERSHIP AND USE OF THE CARD

- 2.1 All Cards will remain KBZ Bank property at all times.
- 2.2 The Cardholder will be solely and completely responsible for the possession, use, and control of the Card.
- 2.3 The Cardholder must provide all required documents and information requested by KBZ Bank from time to time in connection with the use of any Cards.
- 2.4 The Card may not be used for any illegal Transactions or purposes.
- 2.5 The Card is non-transferable and shall be used exclusively by the Cardholder only.

## 3. CARD CONDITIONS

### 3.1 Application and Activation of the Card

- 3.1.1 To apply for the Card, the applicant must be the legal age of 18 and possess the competency to enter into contracts.
- 3.1.2 Any person resident in Myanmar and non-residents can apply for the Card by submitting the Application form together with all relevant supporting documents as may be required by KBZ Bank and paying USD 50 for the minimum initial deposit to the Card.
- 3.1.3 The Cardholder can apply for the Card at the designated Branches, it's already to use once it has been received by the Cardholder. By using the Card, the Cardholders are agreeing to these terms and conditions.
- 3.1.4 The Cardholder acknowledges and agrees that KBZ Bank has the right to modify or amend any associated fees, minimum initial deposit limits, and maximum limits for Transactions.
- 3.1.5 The Cardholder shall sign on the signature panel back of the Card immediately on receipt of the Cardholder's Card with a non-erasable ballpoint pen. The signature must be the same as per the Cardholder's signature on charge slips at merchant outlets.
- 3.1.6 KBZ Bank reserves the exclusive right to refuse or decline your Card application without obligation to provide any justification or explanation for such rejection at the sole discretion of KBZ Bank.

### 3.2 Currency on the Cardholder's Card

- 3.2.1 As this Card is intended to be used for traveling abroad, the Cardholders can load specific types of currency into the Cards according to the guidelines of KBZ Bank. These loaded funds can be used for various transactions, including purchases and withdrawals, but they are subject to defined limits set by KBZ Bank.
- 3.2.2 If the Cardholder has loaded one currency on the Cardholder's Card while the Cardholder is traveling, and if the Cardholder is spending the currency that the Cardholder has loaded, the spending amount will be deducted from the Cardholder's available Balance without any conversion fees applying. There will be conversion fees applied based on the currency wallet the Cardholder has spent.

3.2.3 If the Cardholder has insufficient money in the currency the Cardholder has loaded, or the Cardholder is spending the different currencies that the Cardholder has loaded, the Card will check the Cardholder's other currencies wallets in a set order to complete the Transaction. At present, the Card can be loaded with Predefined Currencies such as USD.

### 3.3 Loading The Cardholder's Card

The maximum load on the Cardholder's Card is up to a maximum amount defined by KBZ Bank following the rules and regulations of the Central Bank of Myanmar. If the Balance on the Cardholder's Card is insufficient for the Transactions made by the Cardholder, that Transaction will be automatically rejected. KBZ Bank reserves the right to refuse to accept any particular loading Transaction. Upon receipt and clearance, the Cardholder's funds will be available for use on the Card.

### 3.4 Reloading The Cardholder's Card

The Cardholder can Reload the Cardholder's Card at any designated Branch of KBZ Bank at the Cardholder's convenience as long as the Card has not yet expired. The maximum Balance on the Cardholder's Card must NOT load amounts beyond the defined limits set by KBZ Bank.

## 4. CARD VALIDITY AND USAGE

- 4.1 The Card is valid for payments within Myanmar and overseas.
- 4.2 The Card shall be valid for 5 years from the date of Issue, which will be printed on the front of the Card. The Cardholder can activate the Card by changing the PIN. Upon the expiration of the Card, it will be deactivated automatically. The Cardholder has the option to renew the Card before it reaches its expiration date by visiting KBZ Bank.
- 4.3 The Card can be used to withdraw cash at any ATM of other banks which are members of the VISA/MasterCard network.
- 4.4 The Card may be used for Transactions up to the limits specified by KBZ Bank, subject to the available amount.
- 4.5 The Transaction on the Card will be in the currency of the country in which it is transacted. However, if the loaded currency is different from the transacted currency, the exchange rate set by KBZ Bank will be applied to the Cardholder.
- 4.6 The exchange rate: a rate selected by VISA/MasterCard from the range of rates available for the applicable processing date and/or plus or minus any adjustment that the issuers determine.
- 4.7 The Government-mandated rate is in effect for the applicable processing date, and plus or minus any adjustment determined by KBZ Bank.

## 5. CARD LIMITS

The Cardholder can make daily cash withdrawals at any overseas ATMs that are members of the VISA/MasterCard network, subject to the cash withdrawal limits defined by KBZ Bank.



## 6. USE OF THE CARD

- 6.1 The Cardholder acknowledges and agrees that the following points.
- 6.1.1 Merchant Locations and Point of Sale Usage (EDC Terminal) and ATMs Cash Withdrawal or deposit are NOT allowed at Point of Sale Terminal or Merchant locations.
  - 6.1.2 The Card will normally be accepted by the Merchants who display the VISA/MasterCard logo.
  - 6.1.3 The Card is for electronic use only and will be acceptable only at the Merchant POS Terminal. Any usage of the Card other than electronic use will be considered unauthorized and the Cardholder shall be only responsible for such Transactions slip printed electronically from the EDC terminal.
  - 6.1.4 The Card will be accepted only when it carries the signature of the Cardholder.
  - 6.1.5 Transactions are considered authorized and completed once the EDC terminal generates a sales slip.
  - 6.1.6 The Cardholder has to ensure that the Card is used only once for each purchase at Merchant locations. The sales slip will be printed each time the Card is used and the Cardholder shall ensure that there are no multiple usages of the Card at the Merchant location at the time of purchase.
  - 6.1.7 KBZ Bank will not accept responsibility for any dealings of the Cardholder with the Merchant including but not limited to the supply of goods and services. If the Cardholder has any complaints concerning any VISA/ MasterCard Electron Merchant Establishments, the matter must be resolved by the Cardholder with the Merchant Establishment and failure to do so will not relieve the Cardholder from any obligations to KBZ Bank. However, the Cardholder should notify KBZ Bank Immediately.
  - 6.1.8 KBZ Bank will not be liable for any surcharge levied by a Merchant and debited to the Card Account.
  - 6.1.9 The Cardholder must sign and retain the sales slip whenever the Card is used at Merchant Establishment. KBZ Bank at an additional charge may furnish copies of the sales slip. Any sales slip NOT personally signed by the Cardholder, but which can be proved, as being authorized by the Cardholder, will be the Cardholder's liability.
  - 6.1.10 In Case a Cardholder wishes to cancel a completed Transaction due to an error or on account of merchandise return, the earlier sales receipt must be canceled by the Merchant Establishment and a copy of the canceled receipt must be retained by the Cardholder in his possession. All refunds and Adjustments due to any Merchant Establishment/ device error or communication link must be processed manually and the Account will be credited after due verification and in accordance with VISA/MasterCard rules and regulations as applicable. The Cardholder agrees that any debits received during this time will be honored based only on the Available Balance on the Card without considering this refund. The

Cardholder also indemnifies KBZ Bank from such acts of dishonoring the payment Instructions.

- 6.1.11 Using the Card at any ATM/EDC/POS other devices may entail a service charge and/or Transaction fee and/or processing fee being levied on the Card.
- 6.1.12 All such charges will be deducted from the available amount whether or not prior notice of such charges is given to the Cardholder.
- 6.1.13 The Cardholder is advised to retain a record of Transactions.
- 6.1.14 Any usage/purchases considered unauthorized will be solely the responsibility of the Cardholder.

**6.2 E-Commerce (online purchase)**

- 6.2.1 In order to make online Purchases by the Cardholder, the Cardholder must provide 16 digits that are available on the Card and CVV2 code at the back of the Card. The Card expiry date and the Cardholder's name are necessary to fill up in some purchasing via online.
- 6.2.2 The Cardholder necessary to fill up the Secure Code (One Time Password, OTP) to complete the Transactions, while Cardholder makes online shopping. The Secure Code will be sent to Cardholder's email for several security reasons.

**7. CARDHOLDER OBLIGATIONS**

- 7.1 The Cardholder shall notify KBZ Bank as early as possible of any change to his/her address, email address, phone number, or any other particulars supplied to KBZ Bank by the Cardholder.
- 7.2 The Cardholder acknowledges and agrees that KBZ Bank has the right to refuse to issue the Cards to the Cardholder without giving any reason at KBZ Bank's sole discretion.
- 7.3 The Cardholder acknowledges and agrees that KBZ Bank reserves the complete right to seize/cancel the Cards so issued to the Cardholder if found at later date, the information submitted by the Cardholder is false, and/or the Card has been misused.
- 7.4 The Cardholder must ensure that the Card is kept in a safe place at all times.
- 7.5 After activation of the Card, the Cardholder must not share his/her own PIN and CVV2 which is included at the back of the Card.
- 7.6 The Card is the property of KBZ Bank and the Card must be returned to the Card Department of KBZ Bank upon requested by KBZ Bank.
- 7.7 The Cardholder will be liable for all Transactions and for the related charges.
- 7.8 An instruction given by means of the Card shall be irrevocable.
- 7.9 The Cardholder shall, in all circumstances, accept full responsibility for the use of the Card, whether or not proceed with the Cardholder's knowledge or the Cardholder's authority, expressed or implied.



- 7.10 The Cardholder irrevocably authorized us to debit the amounts utilized by using the Card for Transactions to the Cardholder's Card Account.
- 7.11 The Cardholder shall return the Card to KBZ Bank when the Cardholder has not required to the Card or the Card is expired or upon its retrieval after being reported lost.

## 8. CARD LOSS/STOLEN

- 8.1 The Cardholder agrees to protect the Cardholder's Card against loss, theft, or unauthorized use by taking all reasonable precautions. If the Cardholder's Card has been lost or stolen or if the Cardholder has reason to believe that someone has made unauthorized Transaction with the Cardholder's Card or may attempt to use the Cardholder's Card without the Cardholder's permission, the Cardholder must immediately inform KBZ Bank In person or by calling the Customer Call Center of KBZ Bank. The Cardholder will be asked to provide us with the Cardholder's name, the Card number, the Expiry Date, and the original Card value and Transaction history.
- 8.2 The Cardholder will be liable for all Transactions carried out on the Cardholder's Card till the Cardholder report the loss of the Cardholder's Card to KBZ Bank.
- 8.3 New Replacement Card will be issued and KBZ Bank shall transfer the available amount.
- 8.4 For issuing replacement Cards due to loss or damage, the fees specified by KBZ Bank from time to time may be charged to the Cardholder.

## 9. ACCOUNT INFORMATION ACCESS

- 9.1 Cardholder Web Log In:
  - 9.1.1 Log on to <https://paymentcards.kbzbank.com>
  - 9.1.2 Cardholders can register the currency Prepaid-Card via the above Web Address.
  - 9.1.3 Then, the Cardholders can set the desired password by themselves for later use.
  - 9.1.4 KBZ Bank's Prepaid Customer Web Log-in gives the Cardholder quick and easy 24x7 access to the Cardholder's currency Prepaid Card Account.
- 9.2 Cardholders can use KBZ Prepaid Web access services for:
  - 9.2.1 Personal Details
  - 9.2.2 Link Card
  - 9.2.3 Card Account Balance
  - 9.2.4 Account Statement

## 10. PROCESS FOR REGISTRATION

- 10.1 First-Time Log-in:
  - Step 1: For Registration to access currency Prepaid-Card Account online,  
Go to <https://prepaid.kbzbank.com>



Step 2: Click on the "Register Now " link to register a new user.

Step 3: Choose the ID Type that the Cardholder preferred and Type in the ID Number. Then, set the Password.

10.2 KBZ Bank web log-in Page will lead the Cardholder to Home Page with 3 Tabs:

10.2.1 Home

10.2.2 Personal

10.2.3 Account

TAB	MENU	DETAILS
PERSONAL	View Personal Details	To View the personal
	Change Password	Allow Cardholder to change new Password
	Change Security Question & Answer	To verify the Cardholder when they have forgotten their log on password
ACCOUNT	Link Card	"linking" Cardholder portal with Account with the Accounts in KBZ web portal
	Card Account Balance	Use to check Account Balances
	Account Statement	Use to check the statement of Account for a specific cycle month.

## 11. CHANGE OF FACILITIES

- 11.1 KBZ Bank may at its discretion make available the use of a Card at more ATMs, EDC, POS, and/or other devices through shared networks. The Cardholder understands and agrees that such networks may provide different functionality, service offerings, and different charges for different services and/or locations.
- 11.2 KBZ Bank shall in its sole discretion at any time, without notice to the Cardholder, be entitled to withdraw, discontinue, cancel, suspend, and/ or terminate the facility to use the Card and/or services related to it, at an ATM/ other devices and shall not be liable to the Cardholder for any loss or damage suffered resulting in any way from such suspension or termination.
- 11.3 Maintenance: While advance notice of maintenance work likely to affect the availability of services, shall be given, KBZ Bank reserves the right to suspend, without any notice to the Cardholder, access to ATM/other similar devices or the provision of all or any of the services, at any time, if KBZ Bank deems it necessary to do so, whether for routine maintenance or technical force measure for any other reason.

## 12. PRINTED TRANSACTION RECORDS. BALANCE INFORMATION STATEMENT, ERRORS, AND COMPLAINTS

- 12.1 The ATM may capture the Card, if responses sought from the Cardholder by the machine are not provided by the Cardholder within a specific time. In circumstances when the Card is captured then the Cardholder shall have to apply for a new KBZ VISA Prepaid Card and/or KBZ MasterCard Prepaid Card.
- 12.2 KBZ Bank will send the Card Statement to the Cardholder's registered mailing address or electronically to their designated email address, as provided by the Cardholder during the application for the Card. The monthly statement will include a detailed summary of all card transactions, charges, fees, and account activity for the billing period. The Cardholder is responsible for promptly reviewing and verifying each Card statement for accuracy upon receipt. In the event that the Cardholder does not receive the Card statement, may contact to the Branch of KBZ Bank directly to formally request the issuance of the Card statement regularly. If any irregularities or discrepancies exist in the transactions or particulars on the Card statement, the Cardholder is obliged to notify KBZ Bank in writing within Fourteen (14) Business Days from the date of receipt of the Card statement. While the Cardholder informs KBZ Bank about any irregularities or discrepancies exist in the Transactions/ particulars on the Card, the Cardholder acknowledges and agrees that the maximum of 35 Transactions per Card will be carried out by KBZ Bank according to the respective card scheme policy. If KBZ Bank does not receive any written notification of discrepancies or contrary within this specified period, KBZ Bank shall assume that the statement and the Transactions therein are correct.

## 13. RIGHTS OF KBZ BANK

- 13.1 KBZ Bank may at its sole discretion withdraw or suspend the Card or amend any of its features without notice to the Cardholder.
- 13.2 KBZ Bank shall have discretion not to carry out a Transaction where it has reason to believe that the use of the Card is not authorized or the Transaction appears not genuine or unclear or such as to raise a doubt or it cannot be put into effect for whatsoever reasons.
- 13.3 KBZ Bank may at its discretion, video tape or record on camera the Cardholder's access at ATM and rely on footage of such clippings as evidence in any proceedings.

## 14. TERMINATION OF CARD

- 14.1 In the event the Cardholder decides to terminate the use of the Card, the Cardholder shall give KBZ Bank not less than seven (7) Business Days prior notice in writing and return the Card to KBZ Bank. Such termination shall also be deemed a termination of all facilities in connection with the Card accorded by KBZ Bank to a Cardholder.



- 14.2 The Cardholder will be entitled to receive the Balance in the Card after thirty (30) days of submitting the termination Form, and will deduct the applicable charges if all the Transactions are settled.
- 14.3 KBZ Bank shall be entitled to discontinue this facility at any time by canceling the Card with or without assigning any reason whatsoever and by giving seven (7) business days' notice.

## 15. NO WARRANTY OF AVAILABILITY OR UNINTERRUPTED USE

From time to time Card services may be inoperative, and when this happens, the Cardholder may be unable to use the Cardholder's Card or obtain Information about the Balance on the Cardholder's Card. Please notify us if the Cardholder have any problems using the Cardholder's Card. The Cardholder agrees that KBZ Bank is not responsible for any interruption of service,

## 16. RIGHT OF SET OFF

The Cardholder is obliged to return any excess funds inaccurately credited due to erroneous Transactions by a third party or by KBZ Bank or for any reason. Where such funds do not rightfully belong to the Cardholder, KBZ Bank may deduct such excess deposits without any restriction, notice, or by all reasonable other means.

## 17. PURCHASE DISPUTES AND REFUNDS

- 17.1 If there is any dispute in regard to purchases the Cardholder makes using the Card, the Cardholder agrees to settle such disputes with the merchant from whom the purchase was made. KBZ Bank is not responsible for any problems that the Cardholder may have with any goods and services that the Cardholder purchases with the Cardholder's Card, whether with regard to safety, safety, legality, or any other aspect of the Cardholder's purchase.
- 17.2 Dispute requests will be accepted up to 30 calendar days from the Transaction processing date.
- 17.3 Total Fraud Dispute Transactions for VISA Prepaid Card is up to 35 Transactions.
- 17.4 Total Fraud Dispute Transactions for MasterCard Prepaid Card is up to 15 Transactions.
- 17.5 Customers should check their statements frequently at <https://paymentcards.kbzbank.com>.

## 18. COMMUNICATIONS

- 18.1 Unless otherwise expressly provided in writing, KBZ Bank's notices and communications to the Cardholder are effective: -
- 18.1.1 if sent by electronic mail or SMS, at the time of transmission.
- 18.1.2 if sent by hand, at the time of delivery;
- 18.1.3 if displayed at KBZ Bank Branches or on KBZ Bank ATMs or posted on social media and KBZ Bank's official website, on the date of display or posting;
- 18.2 KBZ Bank will not be responsible for what may happen to notices or communications after the Cardholder is sent, for example, if any notice or communication is delayed, intercepted, lost, fails to reach, or disclosed to anyone during transit.

## 19. DISCLAIMER OF WARRANTIES

Except as expressly otherwise provided in these terms and conditions, KBZ Bank may no representations or warranties of any kind to the Cardholder, whether express or implied, regarding the Card, customer service functions, or any other subject matter of these terms and conditions, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose or those arising by statute or otherwise in law or from a course of dealing or usage of trade.

## 20. LIMITATION OF LIABILITY

Except as otherwise expressly required by these terms and conditions or applicable Law, KBZ Bank will not be liable to the Cardholder for performing or failing to perform any obligation under these terms and conditions unless KBZ Bank has acted in bad faith. In no event shall the Cardholder be entitled to recover any indirect, consequential, exemplary, or special damages, even If the Cardholder has advised us of the possibility of such damages.

## 21. CONFIDENTIALITY

KBZ Bank may disclose information to third parties about the Cardholder's Card Account or the Transactions the Cardholder makes:

- 21.1 Where ills necessary for completing the Transaction:
- 21.2 In order to verify the existence and condition of the Cardholder's Card Account for a third party, such as a merchant:
- 21.3 In order to comply with government authority, court order, or other legal reporting requirements:
- 21.4 If the Cardholder gives KBZ Bank the Cardholder's written permission, or
- 21.5 To our employees, auditors, affiliates, service providers, or attorneys as needed.

## 22. FORCE MAJEURE

The Cardholder understands that KBZ Bank shall not be liable for any failure of or delay in the performance of this services for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders, fire, flood, torrential rain, storm or other extreme weather conditions, riot, insurrection, civil commotion, sanctions, boycott, failure of electricity, equipment failure, or any other force majeure event. KBZ Bank's performance of these services will, to the extent that it is prevented, hindered, or delayed by such circumstances, be suspended until such circumstances cease to exist. KBZ Bank will not be liable to the Cardholder or any other party or be considered in breach of these terms and conditions for a failure to perform, or delay in performing, any such obligation set out in these terms and conditions while those circumstances continue.

## 23. INTELLECTUAL PROPERTY

KBZ Bank is an owner of all intellectual property rights, whether in contents or wording, pictures, signs, logo, trade service marks, trade name as well as all design works, in all documents and websites of KBZ Bank. The Cardholder must not exploit the intellectual property right of KBZ Bank or make any advertisement without receiving prior written consent from KBZ Bank. The Cardholder shall not perform or allow any third party to perform any action that might cause damage to the image, trademark, trade name, or other intellectual property rights of KBZ Bank.

## 24. ANTI-MONEY LAUNDERING AND SANCTIONS

- 24.1 KBZ Bank is subject to anti-money laundering laws in the Republic of the Union of Myanmar and certain countries, which may prohibit KBZ Bank from entering or concluding Transactions involving certain persons or entities.
- 24.2 The Cardholder must provide all information required by KBZ Bank in order to manage its anti-money laundering or counter-terrorism financing and risks from the economic trade sanctions or to comply with any other laws and regulations of the Republic of the Union of Myanmar.
- 24.3 The Cardholder declares and undertakes that the process of any Transactions by KBZ Bank will not breach any of the laws in Myanmar or any other country.

## 25. ILLEGALITY

KBZ Bank may close and revoke any Card, Card Account, or Service with or without to the Cardholder if, because of any change to any applicable law, regulation, regulatory requirement, or judicial decision, or in KBZ Bank's opinion, maintaining or performing any obligation under these Terms and Conditions becomes illegal, or KBZ Bank are otherwise prohibited from doing so. If this happens, the Cardholder must pay KBZ Bank all Liabilities on demand.

## 26. SERVICE OF DOCUMENTS

In addition to any other method of service available to KBZ Bank, any document in a court action or proceeding requiring to be delivered by personal service or otherwise (including but not limited to any writ of summons, statement of claim, statutory demand, bankruptcy application) may be served on the Cardholder by post, delivery to or leaving it at the Cardholder's last known address in KBZ Bank's records and such manner of service is deemed as effective personal service even if it is returned undelivered:-

- 26.1 if sent by person, at the time of delivery, or when left at the address;
- 26.2 if sent by post to an address within Myanmar, five (5) business days after posting.

## 27. AMENDMENT

The Cardholder acknowledges that KBZ Bank reserves the right to amend, modify or substitute any terms of these Terms and Conditions or to the services and/or any charges at any time for any reason at its sole discretion



and without any prior notice. The Cardholder shall be responsible for regularly reviewing these terms including amendments thereto as may be posted on the Website. If the Cardholder does not accept the change or addition to these Terms and Conditions, the Cardholder must stop using the Card and within seven (7) days from the date of KBZ Bank's notice, terminate the Card Account under these Terms and Conditions. If the Cardholder continues to use the Card after the change or addition takes effect, the Cardholder is deemed to have accepted the change or addition without reservation. Any use of this service after a change or changes take effect will constitute these Terms and Conditions to such changes.

## **28. ASSIGNMENT**

The Cardholder shall not assign its rights or obligations under these terms and conditions, in whole or in part, nor enter into any subcontract to perform any portion of these terms and conditions, without the written consent of KBZ Bank.

## **29. WARRANTY**

As a condition of the use of services, the Cardholder warrants to KBZ Bank that the Cardholder will not use services for any unlawful purpose. The Cardholder agrees to abide by all applicable laws, rules, regulations, and statutory requirements regarding the use of services.

## **30. SEVERABILITY**

If any of the terms of these terms and conditions are invalid, changed by applicable law, or declared invalid by order of the court or regulatory authority, the remaining terms of these terms and conditions shall not be affected, and these terms and conditions shall be interpreted as if the valid terms had not been Included In these terms and conditions.

## **31. WAIVERS**

Failure or delay on part of either party to enforce any terms of these Terms and Conditions at any point of time shall not be construed to be a waiver by such party of such rights thereafter to enforce each and every terms of these Terms and Conditions.

## **32. NO RELATIONSHIP**

Nothing in these Terms and Conditions shall be construed as to create the relationship of employer-employee, partners, collaborators, or joint-venture between the parties hereto. The parties shall be independent contractors and neither party shall bind the other by its acts, deeds, or omissions.

## **33. GOVERNING LAW AND DISPUTE RESOLUTION**

These Terms and Conditions shall be governed by, and construed in accordance with, the laws of the Republic of the Union of Myanmar, and the Courts in Myanmar shall have exclusive jurisdiction to solve any dispute



arising from or under these Terms and Conditions.

**34. LANGUAGE**

These Terms and Conditions are made in both English and Myanmar and both versions shall be equally authentic and effective. In case of any discrepancy between the two versions, the Myanmar version shall prevail.

**35. CUSTOMER CONTACT CENTER:**

The Cardholders can call our 24-hour Customer Contact Center for queries, register their complaints, and, most importantly, report lost

Card at Yangon Customer Contact Center +95 1 515216/ +95 1 515217/ +95 1 515218/ +951 515238/ +95 1 2305756/ +95 1 2305736, +95 1 2306185

Fax to +95 1 515238

Cardholders can write to KBZ Bank at [hotline.cards@kbzbank.com](mailto:hotline.cards@kbzbank.com)

